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(Per L.R. IA 11-1(b)(1))

Attorneys for Defendant / Counterclaimant /
Cross-claimant, EVEREST NATIONAL
INSURANCE COMPANY

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CENTEX HOMES,

Plaintiff,

v.

ST. PAUL FIRE AND MARINE INSURANCE
COMPANY, a Connecticut corporation; EVEREST
NATIONAL INSURANCE COMPANY, a
Delaware corporation; INTERSTATE FIRE &
CASUALTY COMPANY, an Illinois corporation;
LEXINGTON INSURANCE COMPANY, a
Delaware corporation; FEDERAL INSURANCE
COMPANY, an Indiana corporation; ADMIRAL
INSURANCE COMPANY, a New Jersey
corporation,

Defendants.

EVEREST NATIONAL INSURANCE
COMPANY, a Delaware corporation,

Case No. 2:17-cv-02407-JAD-VCF

**STIPULATION AND
ORDER FOR DISMISSAL OF CROSS-
DEFENDANT LEXINGTON
INSURANCE COMPANY WITH
PREJUDICE FROM THE FIRST
AMENDED CROSS-CLAIM OF
EVEREST NATIONAL INSURANCE
COMPANY**

ECF No. 287

Cross-Claimant,

v.

INTERSTATE FIRE & CASUALTY COMPANY;
LEXINGTON INSURANCE COMPANY,

Cross-Defendants.

Cross-Claimant, Everest National Insurance Company (“Everest National”), and Cross-Defendant, Lexington Insurance Company (“Lexington Insurance”), stipulate and agree through their respective counsel as follows:

WHEREAS, this is an insurance coverage action filed by Centex Homes against insurance companies arising from a construction defect action;

WHEREAS, Everest National filed a First Amended Cross-Claim in this action against Lexington Insurance and Interstate Fire & Casualty Company (the “Cross-Claim”). [ECF No. 140];

WHEREAS, a settlement has now been reached that resolves all the claims asserted in Everest National’s Cross-Claim against Lexington Insurance; and

WHEREAS, Everest National and Lexington Insurance stipulate for the Court to issue an order dismissing Everest National’s Cross-Claim against Lexington Insurance, with prejudice, with both Everest National and Lexington Insurance bearing their own attorney’s fees and costs.

IT IS SO AGREED.

DATED: November 6, 2020

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DATED: November 6, 2020

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Lexington Insurance Company

ORDER

Based on the stipulation between Everest National Insurance Company and Lexington Insurance Company, [ECF No. 287], which I construe as a joint motion under Local Rule 7-1(c) because it was signed by fewer than all the parties or their attorneys, and with good cause appearing, IT IS HEREBY ORDERED that Everest National Insurance Company's CROSSCLAIMS AGAINST Lexington Insurance Company are DISMISSED with prejudice, each side to bear its own fees and costs.

DATED: 11-10-2020


JENNIFER A. DORSEY
UNITED STATES DISTRICT COURT